

# B & D Independence Inc. Limited Warranty

## LIMITED (24 month parts / 12 month labor) WARRANTY

**COVERAGE:** B&D INDEPENDENCE, INC. (hereinafter referred to as "B&D") warrants that each B&D Product purchased from B&D directly and/or an authorized B&D dealer, when properly installed by a certified mobility dealer, used and maintained, will be free from defects in material and workmanship for a period of twenty four (24) months parts / twelve (12) months labor from the date of delivery to the first Purchaser (the "Owner"). The B&D twenty four (24) months parts / twelve (12) months labor warranty is referred to herein as "the limited warranty." The Owner's sole and exclusive remedy under this limited warranty for defects in a B&D Product shall be the repair or replacement, in B&D's sole discretion, of the defective part or component. Labor charges for the repair and/or replacement of any components under this limited warranty will be reimbursed to the authorized B&D dealer as per the B&D Limited Labor Reimbursement Schedule.

**NOT COVERED:** This limited warranty does not apply to, and B&D shall have no liability or responsibility in respect of, damages or expenses relating to defects (1) caused by the failure to use, maintain or store the B&D Product as specified in the warranty, manuals or other literature supplied to the Owner, or (2) in components and parts furnished by third-party manufacturers and distributors which are covered by separate warranties directly from the manufacturers and distributors. B&D passes on, and hereby assigns, all warranties provided by such third-party component part manufacturers and distributors to the Owner.

This limited warranty also does not apply to, and B&D shall have no liability or responsibility in respect of, damages or expenses relating to:

- Improper installation, operation, use and/or maintenance of the B&D Product;
- a B&D Product purchased from any party other than from B&D directly or an authorized B&D dealer;
- a B&D Product, including components and systems, that has been altered, changed or modified from factory specifications;
- a Product placed in service more than six (6) months from the date of manufacture;
- equipment and accessories not installed by an authorized technician;
- the cost to remove, disassemble or reinstall components not installed by B&D that require removal to access parts covered by this limited warranty;
- transportation costs and expenses for taking the vehicle to and from the service center where the Warranty work will be performed;
- accidents, misuse, abuse, abnormal use, improper use, negligent use, willful misconduct, lack of reasonable or proper maintenance or storage, failure to protect the B&D Product from the elements, repairs improperly performed or replacement parts or accessories not conforming to B&D's specifications, use exceeding the recommended and permitted limits of the B&D Product, and/or normal wear or deterioration occasioned by the use of the B&D Product;
- any defect or non-conformity that has not been timely and promptly communicated in writing to B&D or to the authorized Dealer who sold the B&D Product, and in all cases, no more than thirty (30) days from the discovery thereof.
- damages caused by handling of the B&D Product during shipping of the same;
- mal-adjustment of the B&D Product or other acts, after shipment and/or after installation, which are beyond the reasonable control of B&D Product.
- any damage, cost or expense caused by Act of God; or
- loss of time, loss of use, inconvenience, travel expense, costs related to procuring any substitute Product, any incidental or consequential damages arising out of the non-use of the B&D Product, or compensation for inconvenience or loss of use while the B&D Product is being repaired or otherwise not available, or other matters not specifically covered hereunder.

**PROCEDURE:** In the event of a defect covered by this limited warranty, the Owner shall contact B&D or an authorized B&D dealer. The Product serial number, description of the problem and parts required must be disclosed. All warranty repairs, using genuine B&D parts, must be performed exclusively by B&D or at an authorized B&D Dealer's servicing location or at another servicing facility pre-approved in writing by B&D. To obtain warranty service for your B&D Product, including any allegedly defective part, your specific and detailed claim must be reported to and received by B&D or an authorized B&D dealer in accordance with the terms of this Limited Warranty and within the applicable warranty period. B&D must approve, in advance and in writing, all repairs covered under or performed pursuant to this limited warranty. All warranty claims must be accompanied by a Return Material Authorization (RMA) number provided by B&D. B&D may require the replaced parts to be returned for credit. Contact B&D for additional details. If defective parts are not returned to B&D within sixty (60) days of the original invoice date, the warranty claim will be deemed abandoned and no credit will be issued. Returned warranty parts that are unused may be subject to a 20% restocking fee. The Owner is responsible for all expenses associated with transporting the B&D Product and/or defective part to and from the service location. Warranty replacement parts will be sent from B&D to the servicing dealer via FedEx Ground at no charge. If the servicing dealer or Owner requests an expedited shipping method, the servicing dealer and/or owner will be invoiced for the additional cost associated with the expedited method. Upon retrieving your B&D Product after warranty service, please confirm that all repairs have been completed to your satisfaction, and sign the warranty acceptance statement.

**DAMAGES:** Except as expressly provided by this Limited Warranty, **B&D SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE B&D PRODUCT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

**DISCLAIMER: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY.** This Agreement shall be the sole and exclusive remedy available to the Owner with respect to this B&D Product. In the event of any alleged breach of any warranty or any legal action brought by the purchaser based on alleged negligence or other tortious conduct by B&D, the Owner's sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of B&D is authorized to modify, extend or enlarge this warranty.

**TRANSFER OF LIMITED WARRANTY:** This warranty is made by B&D with only first Owner of the B&D Product and does not extend to any third parties. The unexpired portion of this limited warranty may not be transferred to subsequent owners.

**APPLICABLE LAW: Any and all claims or disputes of whatever nature arising out of or otherwise relating to this warranty shall be governed by and construed in accordance with the laws of Illinois only, and the parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any such claim or dispute shall be the courts of Wabash, Illinois to the exclusion of the jurisdiction of the courts of any other place.**

This limited warranty expressly incorporates, supersedes and/or replaces all representations set forth by B&D with regard to the B&D Product, including but not limited to B&D's product literature, marketing materials, advertisements and technical specifications.

All terms of this limited warranty are contractual and not mere recitals, and constitute material terms of this limited warranty.

**OTHER RIGHTS: Your acceptance of delivery of the warranted B&D Product constitutes your acceptance of the terms of this limited warranty.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Nothing herein shall limit or prevent a B&D Dealer from giving its own warranty, provided that any warranty of Dealer shall be separately and conspicuously identified as being that of Dealer and not a warranty of B&D. However, B&D assumes no responsibility, liability or obligation for any warranty issued by the Dealer or any other entity.

ENTIRE AGREEMENT: This document contains the entire warranty given by B&D in respect of your B&D Product and there are no terms, promises, conditions or warranties regarding your B&D Product other than those contained herein. B&D specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for B&D any other obligation or liability with respect to B&D Product.